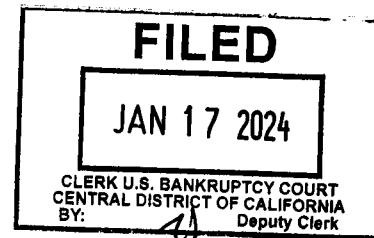


1 Christopher B. Ghio (State Bar No. 259094)
christopher.ghio@dinsmore.com
2 Christopher Celentino (State Bar No. 131688)
christopher.celentino@dinsmore.com
3 Yosina M. Lissebeck (State Bar No. 201654)
yosina.lissebeck@dinsmore.com
4 **DINSMORE & SHOHL LLP**
655 West Broadway, Suite 800
5 San Diego, CA 92101
Telephone: 619.400.0500
6 Facsimile: 619.400.0501



7 Special Counsel to Richard A. Marshack, Chapter 11 Trustee

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9 **UNITED STATES BANKRUPTCY COURT**

10 **CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION**

11

12 In re:

13 The Litigation Practice Group P.C.,

14 Debtor.

Case No. 8:23-bk-10571-SC

Chapter 11

15 **AMENDED NOTICE OF HEARING ON
AMENDED MOTION FOR ORDER
REJECTING CONSUMER CONTRACTS
WHICH WERE EXCLUDED OR
REMOVED PURSUANT TO 11 U.S.C. §
365**

16 Date: January 31, 2024
17 Time: 1:30 P.M. (Pacific Time)
18 Location: Courtroom 5C¹
19 411 West Fourth Street
20 Santa Ana, CA 92701

21 **Objection Deadline:** January 17, 2024

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28 ¹ Video and audio connection information for each hearing will be provided on Judge Clarkson's publicly posted hearing calendar, which may be viewed online at: <http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/?jid=SC>.

1 **TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES**
2 **BANKRUPTCY JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, THE**
3 **DEBTOR, CONSUMERS, PARTIES IN INTEREST, AND THEIR COUNSEL OF**
4 **RECORD:**

5 **PLEASE TAKE NOTICE** that, on January 31, 2024 at 1:30 p.m. a hearing will be held
6 before the Honorable Scott C. Clarkson in his Courtroom 5C located at 411 W. Fourth Street, Santa
7 Ana, CA 92701, for the Court to consider the AMENDED MOTION FOR ORDER REJECTING
8 CONSUMER CONTRACTS WHICH WERE EXCLUDED OR REMOVED PURSUANT TO 11
9 U.S.C. § 365; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF;
10 DECLARATION OF RICHARD A. MARSHACK (the “Motion”) filed by Richard A. Marshack,
11 the Chapter 11 Trustee (the “Trustee”) for the bankruptcy estate of The Litigation Practice Group
12 P.C., (the “Debtor”) in the above-captioned bankruptcy case (the “Case”).²

13 **PLEASE TAKE FURTHER NOTICE** that as set forth more fully in the Motion, the
14 Trustee seeks entry of an Order rejecting the consumer client contracts for those clients which
15 were excluded or removed by MLG as provided for in the Agreement of Purchase and Sale and
16 Joint Escrow Instructions dated as of August 4, 2023, by and between the Trustee and MLG (the
17 “Purchase Agreement”) (collectively, the “Rejected Consumer Contracts”).

18 **PLEASE TAKE FURTHER NOTICE** that the Motion is made pursuant to 11 U.S.C. §
19 365 on the grounds that the rejection of the Rejected Consumer Contracts is necessary as it is in
20 the best interests of the Debtor’s Estate and parties in interest.

21 Copies of the Motion are available upon your request from the Trustee’s Counsel.

22 **DEADLINE FOR OPPOSITION:** January 17, 2024

23 **PLEASE TAKE FURTHER NOTICE** that, pursuant to LBR 9013-1(f), any response or
24 opposition to the Motion must be (i) in writing and include a complete written statement of all
25 reasons in opposition thereto or in support or joinder thereof, declarations and copies of all
26 photographs and documentary evidence on which the responding party intends to rely and any
27

28

² Capitalized terms not defined herein shall have the meaning ascribed to them in the Motion.

1 responding memorandum of points and authorities, and (ii) filed with the Court and served on the
2 Trustee, counsel for the Trustee, the Debtor, and the United States Trustee no later than 14 days
3 prior to the hearing on this Motion.

4 **PLEASE TAKE FURTHER NOTICE** that, pursuant to LBR 9013-1(h) the failure to file
5 and serve a timely response to the Motion may be deemed by the Court to be consent to the granting
6 of the relief requested in the Motion.

7
8 Dated: December 27, 2023

Respectfully submitted,

9 DINSMORE & SHOHL LLP

10 By: /s/ Yosina M. Lissebeck

11 Yosina M. Lissebeck
12 Christopher B. Ghio
13 Christopher Celentino
14 Special Counsel to Richard A. Marshack,
15 Chapter 11 Trustee

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FROM THE DESK OF

John Newman

January 11, 2024

Honorable Scott C. Clarkson
United States Bankruptcy Judge
Courtroom 5 C
411 W. Fourth St.
Santa Ana, Ca. 92701

- Richard A. Marshack- Chapter 11 Trustee;
Dinsmore and Shohl LLP-Council for Trustee; 655 West Broadway, suite 800 San Diego.
Ca. 92101
The Office of the United States Trustee
Litigation Practice Group P.C.-The Debtor
Morning Law Group P.C.; 3347 Michelson Dr. suite 100 Irvine, Cal. 92612

Dear Honorable Scott C. Clarkson;

This is my opposition request, pursuant to LBR 9013-1(f) along with documentation on my behalf for case # 8:23-bk-10571-SC- United States Bankruptcy Court-Central District of California-Santa Ana Division.

On March 29,2021 I entered into a Legal Services Agreement with the Litigation Practice Group; aka LPG. With regards to my credit accounts I was having to deal with after my divorce. My total debt when I signed up for their services was \$29,477.20.

Along with the Legal Services Agreement, I had to sign an Electronic Payment Authorization for LPG to deduct monthly \$418.90 for their fees to consolidate my debt. That started April 15, 2021 and the last payment deducted from my account was Sept. 15, 2022 for a total payments to LPG was \$7560.00. The reason for my payments stopping as of the Sept. date was some of the debtors were paid and Paul Langley (my advisor from LPG) told me he was going to stop the electronic payments and re-work my new payment since approximately \$12,078.78 of my debt was negotiated and paid.

When I spoke to Mr. Langley in August 2022, he told me he would get back to me about what the new payments would be and what was happening with the remaining creditors. I have tried on several occasions to contact him and Frank Pizano another advisor on my case from LPG , leaving messages on their voicemail. On March 20, 2023 LPG (Litigation Law Group) sent me a notice that they had filed for Bankruptcy Chapter 11 and on Aug. 16, 2023 Morning Law Group, P.C. purchased their business and sent out a Notice to Consumers they are now the new law group taking over LPG. Now

I know why I was not receiving any communication from LPG and Mr. Langley or Mr. Pizano.

Then on August 16, 2023 I received a notice to Consumers from the Morning Law Group regarding a 90 day notice of sale and file transfer. Under Rule 1.17 of the California Rules of Professional Conduct, that Notice was intended to inform me that the Litigation Practice group, PC's law practice was being transferred to Morning Law Group . They acknowledged that I was a party to legal services from LPG known as the "Original Agreement" and that Morning Law Group intends to perform the legal services to me provided under A "Reformed Agreement" which was automatically transferred to them (Morning Law Group) with the purchase of LPG. Also in the notice was a clause that if I wanted to opt out of working with them that I had to fill out an opt out form and ask for the monies I paid to LPG to be returned to me and I would handle my creditors on my own. I had 90 days to opt out which was November 14, 2023. I did not sign any agreement to opt out. In that notice was an OPT IN clause and a Do Nothing clause whereas I would automatically be deemed to have opted in to be represented by Morning Law Group and my file would be transferred to them after the Nov. 14, 2023 expiration of the Notice Period. Also stated was Morning Law Group had the right to determine whether they will take my assignment and continue to service my files after the notice period ends. (Again Nov. 14, 2023)

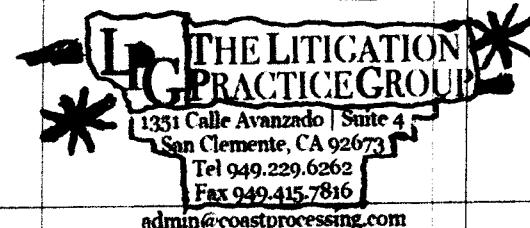
On September 15, 2023 I called Morning Law Group at 424-622-4044. I spoke to a Cindy regarding my files. I also told her to send me the forms to possibly opt out and get my monies back because I have had no communication for almost 7 months regarding my files and that I was being sued from Creditors the LPG and now Morning Law was suppose to be representing me on. She stated she will send me the forms but wanted me to talk to Lex and that she will have him call me. I received the forms via email but did not fill them out as I was hoping to speak to Lex with regards to my file to see if they had done anymore work with my creditors. I called again and asked for Lex, being told he was not in and sent me to Voice Mail. I did that about 3-4 times to no avail.

The amount I am requesting to be returned to me is the \$7560.00 (copies attached) as I have not heard from anyone for over a year now and I have to pay my creditors.

Respectfully submitted:

John Newman

CAN
 Davidita
 we have or
 are we from
 on behalf the
 funds for account due
 to non payment the
 Bank.



LEGAL SERVICES AGREEMENT *

Legal Services

The Litigation Practice Group PC ("LPG") will provide debt validation services wherein it will assist you in removing erroneous or inaccurate information appearing on one or more of your credit reports by contesting debts appearing therein. This service is limited to information reported by creditors or purported creditors to credit bureaus. The purpose of this program is to challenge the legal validity of debts appearing on or being reported to credit bureaus. The cost of legal services rendered by LPG is set forth below, and those fees are earned by LPG for services rendered to you as set forth herein at the time such fees are paid.

Client Authorization

You authorize LPG to challenge, where applicable, any debts appearing in your credit report(s) that you believe to be in any way invalid, inaccurate, or otherwise without a legal basis. You also authorize LPG to obtain a copy of your credit report to assist in the process of analyzing your account and developing a strategy regarding the invalidation of debts that are excessive or otherwise unauthorized by law. You further authorize LPG, acting under power of attorney for you, to affix your signature to documents sent on your behalf in relation to the matters addressed herein — July —

Description of Services to be Performed

LPG will obtain your credit reports, analyze them, and develop strategies for correcting invalid or unlawful debts for which you should not be held legally responsible. Where appropriate, LPG will use existing laws and interact with creditors and credit bureaus on your behalf to invalidate your debts and remove such invalid debts from your credit reports. LPG will also interact with collection agencies, as applicable, to invalidate your debts by requiring them to supply evidence of your indebtedness to them, or any other legal mechanism. LPG will also consult with you regarding all aspects of the credit reporting process, including all laws applicable to the same. LPG will also investigate your delinquent accounts in order to determine the most effective method for invalidating your debts or otherwise removing any legal liability for such debts, up to and including the initiation of lawsuits on your behalf against your creditors and their third-party debt collectors.

In addition, if a lawsuit is filed against you, LPG will represent you in such a lawsuit and will not charge any additional fees for such representation provided such a lawsuit was initiated after the date you sign this Agreement. In the event a lawsuit was initiated against you before the date you execute this Agreement and you elect to have LPG represent you, an additional fee of \$500.00 will be charged. Where appropriate, if legal fees are recovered from an adverse party, LPG will retain such fees for its services. You will be responsible to pay any damages resulting from any lawsuit. Any costs incurred in a lawsuit will be paid by LPG out of the fees set forth below, including the fees of any attorney retained on your behalf in a jurisdiction in which LPG is not admitted to practice law. No additional payment from you to LPG will be necessary for the defense of any lawsuit filed against you after the date you execute this Agreement. You will, however, be responsible to pay any damages resulting from such lawsuits or any settlements reached in the course of such lawsuits.

Fees

You will pay the following fees for the legal services provided by LPG. No fee or other cost will be charged or collected other than the following. This is the only amount you have to pay for LPG's services, and this fee is fixed, such that it is earned the moment it is transmitted to LPG. Upon request, LPG will provide an update of the progress of services performed under this agreement at reasonable intervals of no greater frequency than once a month.

Refund Policy

If an account is fully validated by a creditor, such that no further dispute to the validity of the account could be made, you will receive a full refund of the fees that you paid towards the invalidation of that account (i.e., you will be refunded the fees paid in proportion to the debt that was validated). Should you have an outstanding balance with LPG at the time your refund is issued on the validated account, any refund will first be applied towards the outstanding balance. A client can elect to move to a debt settlement service on any validated account in lieu of obtaining a refund. If a client makes such an election, fees will no longer be collected for such account and debt settlement services will be performed for no additional fees.

Debt Settlement

If LPG is unable to invalidate any debt, you may elect to have LPG negotiate a settlement on your behalf with the concerned creditor without any additional fees being charged to or incurred by you for such service. Any settlement reached with any such creditor shall be your responsibility. At the point that you reach a settlement with such creditor, your payment to LPG will be reduced and re-amortized to adjust for the settled account being removed from the representation herein contemplated. Please see the refund policy above for more details.

Actions Required of You

You agree to provide LPG with any and all correspondence you receive from any creditor, credit bureau, attorney, or court of law. You further agree to keep a log of all communications, including telephonic and electronic communications, from any creditor or credit reporting agency.

Right to Conduct Business Electronically and Contact You

You agree that LPG may contact you electronically and telephonically and that any and all business with LPG may be conducted electronically. You further agree that LPG may transmit data, including that regarding your credit profile, electronically. You further agree that any electronic communication carries the risk of disclosure to a third party and that LPG will not be held responsible for any such inadvertent disclosure of information. A facsimile or email transmission of this signed agreement, via an email attachment or otherwise, will be as valid as the original. This agreement may not be modified except in writing by both parties.

Client Acknowledgements

By signing this agreement, you acknowledge that LPG has not instructed you to breach any contract, fail to make any required payment, or fail to perform any obligation you have lawfully incurred. LPG reserves the right to terminate this agreement if (a) client fails to make timely payment of the amount due under hereunder or (b) the client's payments are returned multiple times for any reason. LPG will not pay your debts and does not guarantee that any debt you now have or may incur will be invalidated or settled in association with LPG's services. You understand and agree that you must forward any communication you receive in printed or electronic form from any creditor, court, or representative of other a creditor or a court to admin@coastprocessing.com and that you must keep a log of all telephonic communications with any creditor or credit reporting agency. **Do not sign this agreement until you have received and read the information statements and notices of cancellation required by state and federal law, even if otherwise advised.** By signing this agreement, you acknowledge receipt of these disclosures prior to the time of signing and agree to the terms of this agreement. You, the client, may cancel this agreement at any time before midnight CST of the 5th day after the date of execution of this agreement via an email to admin@coastprocessing.com. In addition, you, the client may terminate LPG's services under this agreement at any time via an email to admin@coastprocessing.com.

Client Signature:

SL. 1/

Date: 3/29/2021

Co-Applicant Signature

Date:

Creditor Information

Creditor

- ✓ ALLIED COLL
- ✓ AMERASSIST
- ✓ ALLIED COLL
- BK OF AMER
- US Bank
- BK OF AMER
- SYNCBCHEVRO
- CAP1BASSPRO
- FNB OMAHA
- The Home Depot
- Bank of America

<u>Account #</u>	
[REDACTED]	→
[REDACTED]	
[REDACTED]	
****5998	
****2062	90 DAYS late
****3576	
****2122	- CHARGES OFF
[REDACTED]	
****7787	
[REDACTED]	→
[REDACTED]	

<u>Amount Owed</u>	
\$275.00	→
\$227.00	→
\$125.00	→
\$6,117.00	→
\$5,836.00	→
\$5,173.00	→
\$1,885.00	→
\$781.00	→
\$5,794.00	→ 14800
\$2,475.42	→
\$788.78	→

July - 4th

- CAIN
W WINER [REDACTED]

collections because the validation

August 21 420.

U.S.

30

{18-243}

56458824?

→ 6557.20

Jenny 9/27/22

ask about 100k on list of debts

1.93

7.560

[REDACTED] NOT ON CREDIT REPORT - 9/29

[REDACTED] collection Agency

SUING ME. →

- Client Information -

Name: John Newman

Address: 393 Mancini Ct., Henderson NV 89014

Home Phone: 702-502-5252

Cell Phone:

Email: johnn454@gmail.com

Last 4 SSN: XXX-XX-0217

⇒ Co-Client Information -

Name:

Address: , ,

Home Phone:

Cell Phone:

Email:

Last 4 SSN:

- 770-289-0726 - ~ 4/1 9:50 am Syncrogy Bank Answered
- 3/30 1:57 pm No
- 3/29 8:24 am Blue Depart Yes

void check

BATLLC

Dawn 4/21/21
11:30 AM

Schedule of PaymentsI agree to this payment schedule – Client Initials: SM

Payment #	Process Date	Amount
1	Apr 15, 2021	\$418.90
2	May 17, 2021	\$418.90
3	Jun 15, 2021	\$418.90
4	Jul 15, 2021	\$418.90
5	Aug 16, 2021	\$418.90
6	Sep 15, 2021	\$418.90
7	Oct 15, 2021	\$418.90
8	Nov 15, 2021	\$418.90
9	Dec 15, 2021	\$418.90
10	Jan 18, 2022	\$418.90
11	Feb 15, 2022	\$418.90
12	Mar 15, 2022	\$418.90
13	Apr 15, 2022	\$418.90
14	May 16, 2022	\$418.90
15	Jun 15, 2022	\$418.90
16	Jul 15, 2022	\$418.90
17	Aug 15, 2022	\$418.90
18	Last Payment 4/20/14	7,560
19	Sep 15, 2022	\$418.90
20	Oct 17, 2022	\$418.90
21	Nov 15, 2022	\$418.90
22	Dec 15, 2022	\$418.90
23	Jan 17, 2023	\$418.90
24	Feb 15, 2023	\$418.90
25	Mar 15, 2023	\$418.90
26	Apr 17, 2023	\$418.90
27	May 15, 2023	\$418.90
28	Jun 15, 2023	\$418.90
29	Jul 17, 2023	\$418.90
30	Aug 15, 2023	\$418.90
31	Sep 15, 2023	\$418.90
32	Oct 16, 2023	\$418.90
33	Nov 15, 2023	\$418.90
34	Dec 15, 2023	\$418.90
35	Jan 16, 2024	\$418.90
36	Feb 15, 2024	\$418.90
	Mar 15, 2024	\$419.06

15,080.40

Electronic Payment Authorization**Bank Name:** SEA AIR FEDERAL CREDIT UNION**Name on Account:** John Newman**Account Type:** Checking Other (specify): _____**Routing Number:** 322282519**Account Number:** 0000058198**Next Payment Date:** Apr 15, 2021 **Amount:** \$ 418.90**Recurring Payment Date:** 15th

By signing below, I authorize and permit LPG or their designees, EPPS, Omnidfund, Equipay, Forte, a CSG Company, or Authorize.NET to initiate electronic funds transfer via an Automated Clearing House system (ACH) from my account listed above. I will also provide LPG with a voided check or savings deposit slip.

If necessary, LPG may make adjustments if errors have occurred during the transaction. The date of the draft is listed above, however, if the draft date falls on a weekend or bank holiday, the debit transaction will take place on the next business day. This authority will remain in effect until LPG is notified by the member in writing at least 5 days prior to the next scheduled draft date. No other forms of cancellation by members will be observed. If the debit is returned because of non-sufficient funds or uncollected funds, then the originator and its financial institution may reinitiate the entry up to two (2) times. The reversal of funds from a client's account that was drafted in error cannot be made until seven business days from the draft date. The member agrees to waive all rights of reversal or refusal of any payment on any draft that LPG may make against the member's bank account while services are performed. The member agrees with all of the provisions and conditions outlined within.

Acknowledgment of Refunds & Draft Date Changes

ACH Refunds: If a refund is due such will be made through the ACH process only if the fees were made through the ACH process. All refunds may take up to 10 days to process. In the event my EFT or draft is returned from my bank unpaid, I agree that a fee of \$25.00 or as allowed by law may be charged to my account via draft or EFT. Furthermore, I warrant that I am authorized to execute this payment authorization and the above information is true and correct. **Draft Date Changes:** A client may stop any ACH debit by providing written notice to LPG at least five (5) business days prior to the scheduled payment. If you should need to notify us of your intent to cancel and/or revoke this authorization you must contact us five (5) days prior to the questioned debit being initiated. Please call us at 949-229-6262 or at admin@coastprocessing.com.

Client Signature:John Newman**Date:** 3/29/2021**Printed Name:**

John Newman